

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF	)	FILED: AUGUST 25, 2008
CARPENTERS,	)	08CV4848
	)	JUDGE MORAN
Plaintiff,	)	MAGISTRATE JUDGE VALDEZ
	)	
vs.	)	AO
	)	CIVIL ACTION
	)	
ROBERT A. HEGGELAND DESIGNS, LTD.	)	
an Illinois Corporation,	)	
	)	
	)	
Defendant.	)	

COMPLAINT

Plaintiff, the CHICAGO REGIONAL COUNCIL OF CARPENTERS (the “Union”), by its attorney, Leonard Saphire-Bernstein of Whitfield, McGann & Ketterman, complains of the Defendant, ROBERT A. HEGGELAND DESIGNS, LTD. (“Heggeland” or the “Company”), and alleges as follows:

1. This is an action by the plaintiff Union to enforce an arbitration award issued pursuant to an Agreement between the parties on or about December 7, 1992.
2. This Court has jurisdiction under Section 301 of the Labor-Management Relations Act of 1947 (“LMRA”), as amended, 29 U.S.C. Sec. 185, and under the Federal Arbitration Act, 9 U.S.C. Secs. 1-11.

3. Venue is proper in this Court under 29 U.S.C. Sec. 185(a) and 28 U.S.C. 1391(b).

4. The Plaintiff Union is a labor organization composed within the meaning of the LMRA. The Union maintains its offices in Chicago, Illinois. The Defendant Heggeland employs members of the Union and is a signatory to the Commercial Area Agreement (“CAA”) for Cook, Lake, and DuPage Counties of Illinois. A copy of relevant sections of the CAA is attached hereto as “Exhibit 1.” Heggeland is located in Naperville, Illinois, which is in DuPage County, Illinois.

5. Article 20.13 of the CAA provides that:

Before Employer commences work on any job, he must first give the UNION reasonable advance notice of that fact, unless the Steward is on the job. The notice can be given by mail or telephone and must include the location of the work.

Exhibit 1, at 29.

6. On June 26, 2007, after receiving information from business representatives of the Union to the effect that Heggeland was not reporting its work sites pursuant to the CCA, Peter DiRaffaele, wrote a letter dated June 26, 2007, attached hereto as “Exhibit 2.” See Report of Proceedings at the arbitration hearing between Plaintiff and Defendant on March 12, 2007 (hereinafter, “ROP”), attached hereto as Exhibit 3, p. 7. The letter, *inter alia*, requests that Heggeland comply with the CCA by providing the name and location of each project, the general contractor, the architect (if known), the type of work being performed, and the scheduled dates for the performance of the work. See Exhibit 2.

7. Receiving no response to the letter, and no information as requested from Heggeland, Mr. DiRaffaele wrote a second letter to the same effect, dated July 28, 2007. See Exhibit 3, ROP p. 8, and Exhibit 4.
8. No response or information was forthcoming from Heggeland after the July 28, 2007 letter. ROP, Exhibit 3, at 9.
9. Pursuant to the terms of the agreement between the parties (ROP, Exhibit 3, at 9), on November 16, 2007 the Union filed for arbitration, with contract notice provided to Heggeland. *Id.* at 9, 10; see Exhibit 5 attached hereto.
10. The arbitrator further sent notification of the arbitration request to Heggeland at its address of record. ROP, Exhibit 3, at 11.
11. An arbitration hearing was held pursuant to notice on March 12, 2008. See Exhibit 3 attached hereto.
12. After the arbitration hearing, on April 16, 2008 the arbitrator entered an Opinion and Award in favor of the Plaintiff and against the Defendant. See Exhibit 6 attached hereto. In the Opinion and Award, the arbitrator concluded as follows:

Robert A. Heggeland Designs is directed to obey all the provisions of the Area Agreement including Article 20.13. It must provide all information regarding work projects, type of work performed and estimated duration of the work. Failure to do so will result in a \$100 per calendar day fine for each day it fails to provide information regarding work projects pursuant to Article 20.13, as soon as it is aware of should b aware of the existence of such projects.

Moreover, pursuant to Article 18.7 of the Area Agreement the arbitrator awards attorney's fees in the amount of \$5,420.75 to the Union's attorney's as the prevailing party.

Heggeland is also directed to pay both its and the Union's share of the arbitrator's fees and expenses in the amount of \$2,742.94.

Exhibit 6, at 3.

13. The Union has complied with its obligations under the CCA, Exhibit 1 hereto.

14. The Opinion and Award was served on Heggeland by mail on May 23, 2008. See Exhibit 7.

WHEREFORE, plaintiff prays for an order: 1) directing the defendant to comply with the provisions of Article 20.13 of the CCA, as specified in the Arbitrator's Opinion and Award; and 2) awarding monetary damages in the amount of \$8,163.69, as specified in the Opinion and Award, plus plaintiff's costs, fees, and attorneys' fees incurred in bringing this action; 3) awarding an additional monetary award of \$100 per day from the date of May 23, 2008 to the date of the Order, pursuant to the Arbitrator's Award in that amount; and 4) imposing on the defendant the obligation to pay the plaintiff \$100 per day for each and every day in which defendant fails or refuses to notify plaintiff of its work sites and related information, as specified by the Agreement (Exhibit 1), and as awarded by the arbitrator in this matter.

Respectfully submitted,

s/ Leonard Saphire-Bernstein

Leonard Saphire-Bernstein  
Attorney for the Plaintiff

Whitfield, McGann & Kettermann  
111 E. Wacker Dr.  
Suite 2600  
Chicago, IL 60601  
312.251.9700

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL	)	08CV4848
COUNCIL OF CARPENTERS,	)	JUDGE MORAN
	)	MAGISTRATE JUDGE VALDEZ
Plaintiffs,	)	
	)	
vs.	)	
	)	CIVIL ACTION
	)	
ROBERT A. HEGGELAND DESIGNS, LTD.	)	
an Illinois Corporation,	)	
	)	
	)	
Defendant.	)	

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EXHIBITS TO COMPLAINT

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Exhibit No.	Exhibit
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- |    |  |
|----|--|
| 1. | Commercial Area Agreement (excerpts)           |
| 2. | June 26, 2007 letter                           |
| 3. | Report of Proceedings (Arbitration)            |
| 4. | July 28, 2007 letter                           |
| 5. | Notice of Arbitration (Demand for Arbitration) |
| 6. | Arbitrator's Opinion & Award                   |
| 7. | Notice of Award                                |

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS, )

Plaintiffs, )

vs. )

ROBERT A. HEGGELAND DESIGNS, LTD. )  
an Illinois Corporation, )

Defendant. )

CIVIL ACTION

**EXHIBIT 1**



CHICAGO REGIONAL COUNCIL OF CARPENTERS  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA

COMMERCIAL AREA AGREEMENT  
COOK, LAKE AND DUPAGE COUNTIES,  
IN ILLINOIS

2005 - 2008  
CONSTRUCTION DIVISION

Offices:  
12 East Erie Street  
Chicago, IL 60611  
Telephone: (312) 787-3076

EXHIBIT



ARTICLE XVIII  
SETTLEMENT OF DISPUTES

18.1 Except as provided in Sections 12, 13, 14, 15, 27, 28, 34, 35, 36 and 37, any dispute concerning the proper interpretation and application of this Agreement shall be handled in the first instance by a meeting between a representative of the UNION and the EMPLOYER within seven (7) days after the dispute has been initiated. In the event the dispute involves an issue concerning wages or other issues wherein the UNION must have information or documents in order to proceed, the EMPLOYER must provide such requested information within three (3) days of a written request. Failure of the EMPLOYER to timely provide such information shall be deemed an admission of the UNION or Employee's claim. This limitation period will only be extended by mutual agreement between the UNION and the EMPLOYER. Disputes must be raised within thirty (30) days of the date the Employee or the EMPLOYER become aware of the event, giving rise to the dispute. However, the UNION may file a grievance under this provision for a violation of the collective bargaining agreement within thirty (30) days of a representative of the UNION first being made aware of the alleged violation. A representative of the UNION is defined as any elected Regional Council officer or any appointed Business Representative.

18.2 In the event that the dispute is not resolved within seven (7) calendar days after the parties' first meeting, the matter shall be referred to the Permanent Arbitration Board ("PAB") in writing by the grieving party within seven (7) calendar days after the expiration of the seven (7) calendar day period. This limitation period will only be extended by mutual written agreement between the UNION and the EMPLOYER.

18.3 The arbitration hearing shall begin not later than fourteen (14) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to submit written briefs to the Arbitrator no later than seven (7) calendar days after the close of the arbitration hearing. The Arbitrator shall issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing unless the Arbitrator requests written briefs from the parties, in which the time for the Arbitrator's decision shall be twenty-one (21) calendar days after the completion of the hearing. This limitation period may only be extended by mutual written agreement of the UNION and EMPLOYER.



18.4 The PAB shall consist of the following five Arbitrators mutually agreed upon between the UNION and the EMPLOYER Association:

Steven Briggs  
Neil Gunderman  
Lisa Salkovitz-Kohn  
Robert McAllister  
Donald Peterson

In the event that any designated Arbitrator shall be unable, or unwilling to act on the PAB, the UNION and EMPLOYER Association shall mutually agree and designate a substitute. The grievance shall be sent to the Arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the Arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date or dates. If an Arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than fourteen (14) calendar days from the date of delivery of the letter of submittal of a grievance, then unless the parties agree otherwise, such grievance shall be sent to the next arbitrator in the rotational sequence. If no Arbitrator on the list is able to meet the fourteen (14) calendar day deadline, then unless the parties agree otherwise, submission shall be submitted to the listed Arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from or modify, any provision of this Agreement. There shall be no strikes, slow downs or withdrawal of men by the UNION while the dispute is being processed through this procedure.

18.5 The parties shall mutually exchange all documentation that is relevant to the dispute and requested prior to the arbitration hearing.

18.6 In the event that a party refuses to arbitrate or fails to comply with the decision of the Arbitrator, the other party has the right to avail itself of any lawful means necessary to compel compliance, including but not limited to, judicial intervention, work stoppage by withdrawing bargaining unit Employees from the EMPLOYER who violates this article, and strike activities.

18.7 In any arbitration hearing brought pursuant to this Article, the Arbitrator shall have the authority to award the prevailing party its reasonable attorney fees and costs incurred in the action.

18.8 The administration of the PAB, including the selection of the Arbitrators shall be by mutual agreement of the UNION and MARBA. The administrative procedures will be determined by mutual agreement of the UNION and MARBA and set forth in a separate document.

#### ARTICLE XIX USE OF MACHINERY, TOOLS AND FACTORY MADE PRODUCTS

19.1 There shall be no restrictions on the use of machinery or tools, or use of factory made products.

19.2 Nothing in this Article shall be construed to assign the installation or assembly of factory made products to a person or persons outside the Bargaining Unit.

#### ARTICLE XX MISCELLANEOUS PROVISIONS

20.1 EMPLOYER shall give notice to the UNION and the appropriate Fund Office in writing no later than ten (10) days after the occurrence of any of the events relating to the EMPLOYER, occurring after the date hereof:

- (1) Formation of partnerships;
- (2) Termination of business;
- (3) Changes of name commonly used in business operation;
- (4) Change in form of business organization;
- (5) Incorporation of business;
- (6) Dissolution of corporation;
- (7) Name and business organization of successor;
- (8) Admission to or withdrawal from any association operating as a multi-employer bargaining agent.
- (9) Name and identity of any parent company, subsidiary company or division.

20.2 The EMPLOYER shall maintain an office and a telephone where he can be contacted during the usual working hours.

20.3 Whenever the EMPLOYER party to this Agreement is a partnership, it is agreed as follows:

20.9 Employees covered by this Agreement shall not perform work on a piece-work basis.

20.10 The EMPLOYER agrees that he will not sublet any work to any Employee or Employees.

20.11 This Agreement shall not be transferable by any EMPLOYER either by action of such EMPLOYER or by operation of law. In the event any EMPLOYER, whether an individual, partnership, or corporation covered by this Agreement, merges, consolidates or transfers a controlling interest in his, their, or its business, this contract may be canceled as to such EMPLOYER by the UNION.

20.12 The breach by an EMPLOYER of any of the provisions of this Agreement may, by written notice, be declared by the UNION to be a breach of the entire Agreement.

20.13 Before EMPLOYER commences work on any job, he must first give the UNION reasonable advance notice of that fact, unless the Steward is on the job. The notice can be given by mail or telephone and must include the location of the work.

20.14 Notwithstanding any other provision of this Agreement, the EMPLOYER shall have the right to take such action as shall be necessary to comply with Federal or State legislation lawful regulations or requirements set forth in proposal documents by Federal or State users of construction services, with respect to providing equal employment opportunity.

20.15 When EMPLOYER is engaged in work within the geographical jurisdiction of the Regional Council, not less than sixty-six percent (66%) of the Carpenters employed by such EMPLOYER shall be from among the members of the bargaining unit who are represented by Local Unions within such geographic jurisdiction or counties bordering such geographic jurisdiction.

The EMPLOYER may at its sole option request that the UNION refer applicants to fulfill the EMPLOYER'S obligation in Article 20.15. If the UNION is unable to refer such applicants as required by the EMPLOYER within forty-eight (48) hours, then the EMPLOYER may hire Carpenters without respect to geographic jurisdiction or geographic area. All Carpenters employed under this paragraph shall be classified as permanent Employees, subject to the provisions of Articles 2.1, 2.2, 2.3 and 2.4.

IN THE UNITED STATES DISTRICT COURT  
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EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS, )

Plaintiffs, )

vs. )

CIVIL ACTION

ROBERT A. HEGGELAND DESIGNS, LTD. )  
an Illinois Corporation, )

Defendant. )

**EXHIBIT 2**





UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

## CHICAGO REGIONAL COUNCIL OF CARPENTERS

County  
Jurisdiction

Illinois  
Boone  
Bureau  
Carroll  
Cook  
DeKalb  
DuPage  
Grundy  
Henderson  
Henry  
Iroquois  
Jo Daviess  
Kane  
Kankakee  
Kendall  
La Salle  
Lake  
Lee  
Marshall  
McHenry  
Mercer  
Ogle  
Putnam  
Rock Island  
Stark  
Stephenson  
Whiteside  
Will  
Winnebago  
  
Wisconsin  
Kenosha  
Milwaukee  
Ozaukee  
Racine  
Washington  
Waukesha  
  
Iowa  
Adair  
Allamakee  
Appanoose  
Benton  
Black Hawk  
Bremer  
Buchanan  
Butler  
Cedar  
Cerro Gordo  
Chickasaw  
Clayton  
Clinton  
Davis  
Delaware  
Des Moines  
Dubuque  
Fayette  
Floyd  
Franklin  
Grundy  
Hancock  
Henry  
Howard  
Iowa  
Jackson  
Jefferson  
Johnson  
Jones  
Keokuk  
Kossuth  
Lee  
Linn  
Louisa  
Mahaska  
Mitchell  
Monroe  
Muscatine  
Scott  
Tama  
Van Buren  
Wapello  
Washington  
Wayne  
Winnebago  
Winnebuck  
Worth  
Wright

June 26, 2007

Robert A. Heggeland Designs Limited  
PO Box 1192  
Wheaton, IL 60189

Dear Sir or Madam:

The Chicago Regional Council of Carpenters, pursuant to article 20.13 of your current Collective Bargaining Agreement account #20119 states the following:

"Before EMPLOYER commences work on any job, he must first give the UNION reasonable advance notice of that fact, unless the Steward is on the job. The notice can be given by mail or telephone and must include the location of the work."

We are requesting that you comply by providing the following information:

- Name of Projects and Locations
- General Contractor
- Architect (if known)
- Type of work being performed along with dates you will be performing this work on your current and future job sites.

Please submit this information within 3 working days to Peter DiRaffaele, Chicago Regional Council Business Representative, at 12 East Erie, Chicago, IL 60611.

Respectfully,

*Peter DiRaffaele*

Peter DiRaffaele  
Regional Council  
Business Representative

cc: Rich Albrecht-Local Union #1027

EXHIBIT

2

12 East Erie Street, Chicago, Illinois 60611-2796

Phone: 312-787-3076 • Fax: 312-951-1540 • www.carpentersunion.org

Martin C. Umlauf, President/Executive Secretary-Treasurer • Jeffrey Isaacson, First Vice President

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS, )

Plaintiffs, )

vs. )

ROBERT A. HEGGELAND DESIGNS, LTD. )  
an Illinois Corporation, )

Defendant. )

CIVIL ACTION

**EXHIBIT 3**

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IN RE ARBITRATION BETWEEN: )  
 )  
ROBERT A. HEGGELAND, )  
 )  
and )  
 )  
CHICAGO REGIONAL COUNCIL OF )  
CARPENTERS, )

REPORT OF PROCEEDINGS had at the  
arbitration of the above-entitled cause before  
DONALD J. PETERSEN, Arbitrator, commencing on the  
12th day of March, A.D., 2008, at the hour of  
10:00 o'clock A.M.

## A P P E A R A N C E S:

MR. LEONARD D. SAPHIRE-BERNSTEIN  
(Whitfield, McGann & Ketterman  
111 East Wacker Drive, Suite 2600  
Chicago, Illinois 60601  
312/251-9700)

appeared on behalf of the Chicago Regional  
Council of Carpenters.

\* \* \* \* \*



## I N D E X

## WITNESS:

PETER A. DiRAFFAELE

Direct Examination by Mr. Sapphire-Bernstein

5

## EXHIBITS:

Exhibit No. 1	8
Exhibit No. 2	7
Exhibit No. 3	8
Exhibit No. 4	9
Exhibit No. 5	10
Exhibit No. 6	8

\* \* \* \* \*

1 (10:00 a.m.)

2 ARBITRATOR PETERSEN: Union Exhibit 1 is  
3 a copy of the Commercial Area Agreement. Union  
4 Exhibit 2 is a letter dated June 26, 2007,  
5 directed to Mr. Heggeland from Mr. DiRaffaele.  
6 Union Exhibit 3 is a letter dated July 28, 2007,  
7 directed to Mr. Heggeland from Mr. DiRaffaele.  
8 Union Exhibit 4 as well as Union Exhibit 5 are  
9 notices of the hearing. Union Exhibit 6 is a  
10 regular agreement for the Robert Heggeland  
11 Company.

12 MR. SAPHIRE-BERNSTEIN: And the record of  
13 the current address.

14 ARBITRATOR PETERSEN: Yes. Okay.

15 MR. SAPHIRE-BERNSTEIN: Let the record  
16 reflect that this is the arbitration hearing held  
17 pursuant to the Commercial Area Agreement between  
18 the Chicago Regional Council of Carpenters and  
19 Robert A. Heggeland Designs pursuant to the terms  
20 of the Commercial Area Agreement to which  
21 Mr. Heggeland and the carpenters are signatory and  
22 which is Exhibit 1 before Arbitrator Donald  
23 Petersen pursuant to the terms of the Commercial  
24 Area Agreement and the notices that will be in

1 evidence.

2 Just a word of opening to say that  
3 this is the hearing concerning a violation of  
4 Revision Article 20.13 of the Commercial Area  
5 Agreement having to do with providing proper  
6 notice to the union of work locations.

7 ARBITRATOR PETERSEN: Okay.

8 MR. SAPHIRE-BERNSTEIN: If everyone is  
9 ready, I'll start with my first witness.

10 ARBITRATOR PETERSEN: Okay, very good.

11 (Witness sworn.)

12 WHEREUPON:

13 PETER A. DIRAFFAELE  
14 called as a witness herein on behalf of the  
15 Chicago Regional Council of Carpenters, having  
16 been first duly sworn, was examined and testified  
17 as follows:

18 DIRECT EXAMINATION

19 by Mr. Saphire-Bernstein:

20 Q. Would you please state your name for the  
21 record?

22 A. Peter DiRaffaele.

23 Q. What is your position with the union?

24 A. I am the business representative for the

1 Chicago Regional Council of Carpenters.

2 Q. And the Chicago Regional Council of  
3 Carpenters, that's a group affiliation of many  
4 local unions?

5 A. That's right. We're comprised of 81  
6 counties and 42 locals.

7 Q. The Regional Council is the signatory on  
8 the Commercial Area Agreement?

9 A. That's correct.

10 Q. On behalf of all the locals?

11 A. Yes.

12 Q. What are your main job duties with the  
13 Regional Council?

14 A. Negotiate agreements, assist in  
15 organizing representatives, send out notices to  
16 contractors pursuant to the collective bargaining  
17 agreements regarding articles that are -- need to  
18 be addressed.

19 Q. How long have you been in that position?

20 A. Jeez, since 1995. So that would be 13  
21 years.

22 Q. What is your job title?

23 A. Regional Council representative, business  
24 representative, Chicago Regional Council of



1       Carpenters.

2           Q.     In the course of your duties, did you  
3       become familiar with a business known as Robert  
4       Heggeland Designs?

5           A.     Yes, I did.

6           Q.     Do you recall when you first became aware  
7       of them?

8           A.     Well, it was sometime prior to the  
9       communication that was sent out. I was notified  
10      by the representatives that jobs were not being  
11      reported on.

12          Q.     This was sometime in 2007?

13          A.     Yes.

14          Q.     And I'm sorry, you were being -- you were  
15      informed what happened, what was happening?

16          A.     I was informed that, by some of our  
17      business representatives that their jobs were not  
18      being reported.

19          Q.     In other words, the locations?

20          A.     Yeah, the locations, which generated a  
21      letter to go out to the contractor to ask for  
22      identification of any projects that he had going  
23      in the area; and that was on June 26 of 2007.

24          Q.     That's our Exhibit No. 2?

1           A.     Yes, Exhibit No. 2. We did not get any  
2           response from the contractor which prompted us to  
3           generate the second letter on July 28 of 2007,  
4           which is Exhibit 3.

5           Q.     Looking at those two letters, in both of  
6           them you seem to request the same information from  
7           Mr. Heggeland; is that correct?

8           A.     That's correct.

9           Q.     And the information you requested, what's  
10          the source of your request for that information,  
11          the reason that you asked for those pieces of  
12          information?

13          A.     Well, because as part of our collective  
14          bargaining agreement, under Article 20.13 that the  
15          contractors notify us as to any jobs that they are  
16          anticipating working on.

17          Q.     So that's Exhibit 1, is that correct, the  
18          collective bargaining agreement on page 29?

19          A.     Yes, Article 20.13 states that.

20          Q.     Calling your attention to what we've  
21          marked as Exhibit 6, this is the computer record  
22          maintained by the Chicago Regional Council; is  
23          that correct?

24          A.     Yes, that's correct. This is a computer

1 record that states the contractor's employment  
2 number, employer number, his name and his current  
3 address as we know it.

4 Q. So that record identifies that he has --  
5 he's a signatory pursuant to his agreement of the  
6 Commercial Area Agreement; is that correct?

7 A. Yes, that's correct.

8 Q. Did you ever get any response from either  
9 of the first or second letter?

10 A. No, no response to this date.

11 Q. No one contacted you?

12 A. No.

13 Q. And no one ever provided any of the  
14 information requested?

15 A. No information was provided.

16 Q. Did you attempt to do any other follow-up  
17 by telephone or otherwise?

18 A. No.

19 Q. So after those two letters had been  
20 delivered and you had no response, what did you do  
21 next?

22 A. Filed for arbitration.

23 Q. And that is the next exhibit, Exhibit 4?

24 A. Exhibit 4 on November 16 of 2007, I

1 requested arbitration sending a letter to  
2 Arbitrator Donald Petersen.

3 Q. Was a copy of that letter sent to  
4 Mr. Heggeland?

5 A. A copy of this was sent to Mr. Heggeland  
6 along with a copy to Amy Epton from Whitfield  
7 McGann.

8 Q. Did you ever receive any response to that  
9 letter?

10 A. No, not from Mr. Heggeland.

11 MR. SAPHIRE-BERNSTEIN: The following  
12 exhibit -- Amy is not here, but on behalf of the  
13 firm I can state that we did send notice of  
14 this -- the date chosen for this hearing to  
15 Mr. Heggeland, which is Exhibit 5.

16 BY MR. SAPHIRE-BERNSTEIN:

17 Q. So it's your testimony that as of this  
18 time and since at least early in 2007, Heggeland  
19 has failed to provide names of the projects,  
20 locations of the projects, the general contractor,  
21 the architect, type of work and dates of plans to  
22 do the work; is that correct?

23 A. That is correct.

24 MR. SAPHIRE-BERNSTEIN: Unless the

1 arbitrator has any questions, I think we've  
2 established a violation of the provision; and we  
3 would ask for whatever awards -- for whatever  
4 sanctions can be awarded under the agreement  
5 including an award of attorney's fees which we  
6 will submit to the arbitrator and, if possible, a  
7 penalty for future violations along with a finding  
8 that there is -- that Heggeland is in violation of  
9 the provision and a direction that he should  
10 comply with the agreement.

11 ARBITRATOR PETERSEN: Let the record  
12 also show that the arbitrator sent a letter to  
13 Ms. Epton on December 29 of 2007 with a copy of  
14 that letter directed to Robert A. Heggeland via  
15 U.S. mail indicating various dates including the  
16 date that we are holding the hearing today. Let  
17 the record further show that the arbitrator  
18 received no response from Mr. Heggeland or any of  
19 his associates.

20 I'd also sent a prior letter dated  
21 December 8, 2007, this time to Guy Prihar,  
22 P-r-i-h-a-r, from this firm and also with a copy  
23 to Mr. Heggeland offering other possible hearing  
24 dates. Again, no response was received by

1 Mr. Heggeland. I just wanted to add that to the  
2 record.

3 MR. SAPHIRE-BERNSTEIN: Thank you. Are  
4 there any questions that the arbitrator has or  
5 issues you'd like to question?

6 ARBITRATOR PETERSEN: No, I think  
7 everything is very clear. I'll get my award back  
8 to you just as soon as I can.

9 MR. SAPHIRE-BERNSTEIN: Thank you. We'll  
10 provide you with the attorney's fees pursuant to  
11 the agreement.

12 ARBITRATOR PETERSEN: Thank you very  
13 much.

14 MR. SAPHIRE-BERNSTEIN: That concludes  
15 the arbitration.


16 (Whereupon which were all the  
17 proceedings had at this time.)

18 (10:15 a.m.)  
19  
20  
21  
22  
23  
24



1 STATE OF ILLINOIS )  
2 ) SS.  
3 COUNTY OF C O O K )  
4

5 I, SUSAN M. REED, a Certified Shorthand  
6 Reporter of the State of Illinois, do hereby  
7 certify that I reported in shorthand the  
8 proceedings had at the hearing aforesaid and that  
9 the foregoing is a true, complete, and correct  
10 transcript of the proceedings of said hearing as  
11 appears from my stenographic notes so taken and  
12 transcribed by me.

13  
14  
15   
16 SUSAN M. REED, CSR, RPR  
17 CSR License No. 084-003114  
18  
19  
20  
21  
22  
23  
24

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS, )

Plaintiffs, )

vs. )

CIVIL ACTION

ROBERT A. HEGGELAND DESIGNS, LTD. )  
an Illinois Corporation, )

Defendant. )

**EXHIBIT 4**



UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

## CHICAGO REGIONAL COUNCIL OF CARPENTERS

County  
Jurisdiction

Illinois  
Boone  
Bureau  
Carroll  
Cook  
DeKalb  
DuPage  
Grundy  
Henderson  
Henry  
Iroquois  
Jo Daviess  
Kane  
Kankakee  
Kendall  
La Salle  
Lake  
Lee  
Marshall  
McHenry  
Mercer  
Ogle  
Pulaski  
Rock Island  
Stark  
Stephenson  
Whiteside  
Will  
Winnebago

Wisconsin  
Kenosha  
Milwaukee  
Ozaukee  
Racine  
Washington  
Waukesha

Iowa  
Adair  
Allamakee  
Appanoose  
Benton  
Black Hawk  
Bremer  
Buchanan  
Butler  
Cedar  
Cerro Gordo  
Chickasaw  
Clayton  
Clinton  
Davis  
Delaware  
Des Moines  
Dubuque  
Fayette  
Floyd  
Franklin  
Grundy  
Hancock  
Henry  
Howard  
Iowa  
Jackson  
Jefferson  
Johnson  
Jones  
Keokuk  
Kossuth  
Lee  
Linn  
Louisa  
Mahaska  
Mitchell  
Monroe  
Muscatine  
Scott  
Tama  
Van Buren  
Wapello  
Washington  
Wayne  
Winnebago  
Winnebuck  
Worth  
Wright

July 28, 2007

Robert A. Heggeland Designs  
PO Box 1192  
Wheaton, IL 60189

(2<sup>nd</sup> Request)

Dear Sir or Madam:

This letter serves as the Chicago Regional Council of Carpenters' formal notice that Robert A. Heggeland Designs is in violation of Article 20.13 of our Area Agreement. Your company has yet to respond to a communication that was sent on June 26, 2007 in regards to Article 20.13.

The following is what was requested from Robert A. Heggeland Designs:

- Name of Projects and Locations
- General Contractor
- Architect (if known)
- Type of work being performed along with dates you will be performing this work on your current and future job sites.

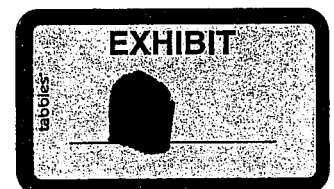
If your company does not provide the requested information within 3 days, the Regional Council will proceed to arbitration. In addition, the arbitrator has the authority to award the Regional Council all of its reasonable attorney fees and costs incurred in handling this matter.

We trust that Robert A. Heggeland Designs wishes to resolve this matter without incurring additional costs.

Respectfully,

*Peter DiRaffaele*  
Peter DiRaffaele  
Regional Council  
Business Representative

cc: Rich Albrecht-Local Union #1027



12 East Erie Street, Chicago, Illinois 60611-2796

Phone: 312-787-3076 • Fax: 312-951-1540 • www.carpentersunion.org

Martin C. Umlauf, President/Executive Secretary-Treasurer • Jeffrey Isaacson, First Vice President



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS, )

Plaintiffs, )

vs. )

CIVIL ACTION

ROBERT A. HEGGELAND DESIGNS, LTD. )  
an Illinois Corporation, )

Defendant. )

**EXHIBIT 5**



UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

# CHICAGO REGIONAL COUNCIL OF CARPENTERS

County  
Jurisdiction

Illinois  
Boone  
Bureau  
Carroll  
Cook  
DeKalb  
DuPage  
Grundy  
Henderson  
Henry  
Iroquois  
Jo Daviess  
Kane  
Kankakee  
Kendall  
La Salle  
Lake  
Lee  
Marshall  
McHenry  
Mercer  
Ogle  
Putnam  
Rock Island  
Stark  
Stephenson  
Whiteside  
Will  
Winnebago  
Wisconsin  
Kenosha  
Milwaukee  
Ozaukee  
Racine  
Washington  
Waukesha  
Iowa  
Adair  
Allamakee  
Appanoose  
Benton  
Black Hawk  
Bremer  
Buchanan  
Butler  
Cedar  
Cerro Gordo  
Chickasaw  
Clayton  
Clinton  
Davis  
Delaware  
Des Moines  
Dubuque  
Fayette  
Floyd  
Franklin  
Grundy  
Hancock  
Henry  
Howard  
Iowa  
Jackson  
Jefferson  
Johnson  
Jones  
Keokuk  
Kossuth  
Lee  
Linn  
Louisa  
Mahaska  
Mitchell  
Monroe  
Muscatine  
Scott  
Tama  
Van Buren  
Wapello  
Washington  
Wayne  
Winnebago  
Winnebuck  
Worth  
Wright

November 16, 2007

E.Q992776044US

Donald Petersen  
820 N. Michigan Avenue  
Chicago, IL 60611  
Fax: 505/771-9288

Re: Arbitration Referral

Dear Donald Petersen:

The Chicago Regional Council of Carpenters desires to arbitrate the violation of Article 20.13 of our Area Agreement by Robert A. Heggeland Designs.

Please advise the Regional Council's attorney, Amy Elizabeth Paluch Epton of Whitfield, McGann & Ketterman 111 East Wacker Drive, Suite #2600, Chicago, IL 60602, of your earliest availability for this arbitration.

Peter A. DiRaffaele  
Regional Council  
Business Representative

cc: Amy Elizabeth Paluch Epton-Whitfield, McGann & Ketterman

Robert A. Heggeland Designs  
PO Box 1192  
Wheaton, IL 60189  
(P) 630/668-7491 (No Fax)  
President: Robert A. Heggeland



12 East Erie Street, Chicago, Illinois 60611-2796

Phone: 312-787-3076 • Fax: 312-951-1540 • www.carpentersunion.org

Martin C. Hmlauf President/Executive Secretary-Treasurer • Jeffrey Isaacson, First Vice President

FAX HEADER: CRCC EXECUTIVE

PAGE

1/1  
1/1

E-2} BUSY  
F-4} NO FACSIMILE CONNECTION



12 East Erie Street, Chicago, Illinois 60611-2796  
Phone: 312-787-2076 • Fax: 312-951-1540 • [www.carpentersunion.org](http://www.carpentersunion.org)  
Martin C. Umlauf, President/Executive Secretary-Treasurer • Jeffrey Isaacson, First Vice President



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS, )

Plaintiffs, )

vs. )

CIVIL ACTION

ROBERT A. HEGGELAND DESIGNS, LTD. )  
an Illinois Corporation, )

Defendant. )

**EXHIBIT 6**

---

In the Matter of the Arbitration between

**Robert A. Heggeland Designs, Wheaton,  
Illinois**

And

**Chicago Regional Council of Carpenters**

---

Violation of Article 20.13  
of the Area Agreement  
Grievance

**Opinion  
and  
Award**

---

The hearing in this case was held on March 12, 2008, at 10:00 a.m., at the law offices of Whitfield, McGann & Ketterman, Chicago, Illinois, before Donald J. Petersen, serving as sole arbitrator. Presentation for the Union was made by Leonard Saphire-Bernstein, attorney, Whitfield, McGann and Ketterman. The Company was not represented despite numerous attempts by both the Union and the undersigned to notify it of the date, time, and location for the hearing.

Several exhibits were tendered by the Union and accepted into evidence by the arbitrator. A full transcript of the hearing was taken. The sole witness called by the Union was Mr. Peter DiRaffaele.

**The Issue:**

The arbitrator finds the issue to be: "Did the Employer, Robert A. Heggeland Designs, violate Article 20.13 of the Commercial Area Agreement, and if so, what should be the remedies?"

**Relevant Contract Provisions:**

Article 18.4 [in part only]. "The PAB [Permanent Arbitration Board] shall consist of the following five Arbitrators mutually agreed upon between the Union and the Employer Association:

Steven Briggs  
Neil Gunderman  
Lisa Salkovitz-Kohn  
Robert McAllister  
Donald Peterson [sic].

Article 18.6. "In the event that a party refuses to arbitrate or fails to comply with the decision of the Arbitrator, the other party has the right to avail itself of any lawful means

necessary to compel compliance, including but not limited to, judicial intervention, work stoppage by withdrawing bargaining unit Employees from the Employer who violates this article, and strike activities.”

Article 18.7. “In any arbitration hearing brought pursuant to this Article, the Arbitrator shall have the authority to award the prevailing party its reasonable attorney fees and costs incurred in the action.”

Article 20.13. “Before Employer commences work on any job, he must first give the Union reasonable advance notice of that fact, unless the Steward is on the job. The notice can be given by mail or telephone and must include the location of the work.”

**Background:**

The Chicago Regional Council of Carpenters [“Union” hereinafter] is a group affiliation of 43 locals in over 81 counties (Tr. 6). It is the signatory to the Commercial Area Agreement (Union Ex. 1) with a variety of employers utilizing union carpenter employees. One such employer is Robert A. Heggeland Designs of Wheaton, Illinois (Union Ex. 6; Tr. 9). As a signatory to the Area Agreement, Heggeland is, of course, committed to abide with the terms of the contract.

Article 20.13 of the Area Agreement reads as follows:

“Before Employer commences work on any job, he must first give the Union reasonable advance notice of that fact, unless the Steward is on the job. The notice can be given by mail or telephone and must include the location of the work.”

Sometime in 2007, Peter DiRaffaele, business representative of the Union, was informed by business agents in the field, that Robert A. Heggeland Designs were not reporting their work projects. Accordingly, Mr. DiRaffaele mailed a letter dated June 26, 2007, to Robert A. Heggeland Designs, requesting that it identify its projects and locations, general contractors, architects, and type of work performed along with the dates that the work would be on-going (Union Ex. 2). No response to this letter was made by Heggeland (Tr. 8).

A second request for the same information contained in the June 26<sup>th</sup> letter was made on July 28, 2007 (Union Ex. 3). Again, there was no reply made to this letter and no one from Heggeland has ever provided the requested information (Tr. 9).

On November 16, 2007, the Union filed for arbitration and the undersigned was designated from a panel contained in the Area Agreement as arbitrator (Union Ex. 4). A copy of this letter was sent to Mr. Heggeland, but he never replied (Tr. 10).

No resolution of this dispute proved possible and it was taken to arbitration. As noted

previously, the hearing was conducted *ex parte*.

**Opinion:**

The record, as summarized above, forcefully documents that Robert A. Heggeland Designs was in violation of Article 20.13 of the parties' Commercial Area Agreement. At no time did Heggeland respond to the Union's legitimate request for information regarding its work projects and locations. Moreover, it failed to even inquire when the Union demanded arbitration.

Heggeland's actions must therefore be adjudged to be willful. Thus, a harsher remedy is indicated in this matter beyond a simple direction by the undersigned to obey the language of Article 20.13.


**Award:**

Robert A. Heggeland Designs is directed to obey all provisions of the Area Agreement including Article 20.13. It must provide all information regarding work projects, type of work performed and estimated duration of the work. Failure to do so will result in a \$100 per calendar day fine for each day it fails to provide information regarding work projects pursuant to Article 20.13, as soon as it is aware or should be aware of the existence of such projects.

Moreover, pursuant to Article 18.7 of the Area Agreement the arbitrator awards attorney's fees in the amount of \$5,420.75 to the Union's attorneys as the prevailing party.

Heggeland is also directed to pay both its and the Union's share of the arbitrator's fees and expenses in the amount of \$2,742.94.

Chicago, Illinois  
April 16, 2008

  
Donald J. Petersen  
Arbitrator

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES OF THE CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS, )

Plaintiffs, )

vs. )

CIVIL ACTION

ROBERT A. HEGGELAND DESIGNS, LTD. )  
an Illinois Corporation, )

Defendant. )

**EXHIBIT 7**

# WHITFIELD, McGANN & KETTERMAN

Attorneys at Law

Collins P. Whitfield\*  
Terrance B. McGann  
Travis J. Ketterman

Amy E. Paluch Epton  
Gregory N. Freerksen  
Karl E. Masters  
Daniel P. McAnally  
Guy Z. Prihar, Ph.D.  
Karen M. Rioux  
Raymond J. Sanguinetti  
Leonard D. Saphire-Bernstein

\*Also Licensed in Wisconsin  
\*\*Also Licensed in Pennsylvania  
New Jersey

Of Counsel  
Goldberg, Weisman & Cairo  
Dianne M. Onichimowski\*\*  
Kenneth J. Cortesi  
Mark A. Spadaro

SUITE 2600  
111 EAST WACKER DRIVE  
CHICAGO, ILLINOIS 60601  
TELEPHONE (312) 251-9700  
FACSIMILE (312) 251-9701

May 23, 2008



Robert A. Heggeland  
Robert A. Heggeland Designs, Ltd.  
25909 W. Kelly Ct.  
Plainfield, IL 60585

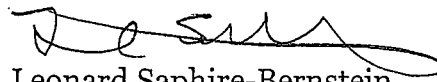
**Re:** *Chicago Regional Council of Carpenters Trust Funds vs. Robert A. Heggeland Designs, Ltd.*

Dear Mr. Heggeland,

Attached please find a copy of the arbitration order entered against Robert A. Heggeland Designs, Ltd. after the recent arbitration. We are serving this on you in your capacity as president of that organization.

We intend to file suit shortly to enforce the judgment. If your organization wishes to comply with the judgment without compelling this step, please contact us. As you may know, all attorneys fees my client has incurred, and will incur, will be recovered from your corporation in this process.

Sincerely,

  
Leonard Saphire-Bernstein

LSB: adi  
bcc: James Rosemeyer